



PREVENT WIRE FRAUD!

Please call a member of our closing team when initiating a wire transfer or providing wire instructions.

Pan Am Title, LLC

CUSTOMER DISTRIBUTION

Order No.: 20-0008

Date: June 8, 2020

Property Address: VACANT LAND, Aurora, CO 80019

For Closing Assistance

Trish Dunbar
4100 E. Mississippi Ave., Suite 420
Denver, CO 80246

trish@panamtitle.com

For Title Assistance

Bill Brendemuhl, Esq.
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Company License: CO575906

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

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YOUR TITLE & ESCROW COMPANY

4100 E. Mississippi Ave., Suite 420

Denver, CO 80246

Phone: (720)900-0901

**NOTICE TO REAL PROPERTY PURCHASERS
FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT
"FIRPTA"
WITHHOLDING REQUIREMENTS**

A TAX OF 10%, 15% OR MORE, PAYABLE TO THE IRS BY PURCHASER, MAY BE REQUIRED, IF THE SELLER IS NOT A CITIZEN OF THE UNITED STATES:

I. IF THE BUYER DOES NOT PLAN TO USE THE PROPERTY AS ITS PRIMARY RESIDENCE:

IN ALL CASES, THE BUYER IS REQUIRED TO WITHHOLD AND PAY TO THE IRS, 15% OF THE PURCHASE PRICE.

II. IF BUYER PLANS TO USE THE PROPERTY AS IT'S PRIMARY RESIDENCE:

A. IF THE SALES PRICE IS \$300,000 OR LESS, AND THE BUYER COMPLETES IRS FIRPTA AFFIDAVIT, THE SELLER WILL BE EXEMPT, AND NO BUYER WITHHOLDING WILL BE REQUIRED.

B. IF THE SALES PRICE IS BETWEEN \$300,000 AND \$1,000,000, BUYER MUST WITHHOLD 10% OF THE SALES PRICE.

C. IF THE SALES PRICE IS MORE THAN \$1,000,000, BUYER MUST WITHHOLD 15% OF THE SALES PRICE.

III. IN ALL REAL PROPERTY CLOSINGS OF PAN AM TITLE, LLC, THE SELLER MAY AUTHORIZE PAN AM TITLE, LLC TO REMIT THE FOREGOING WITHHOLDING TO THE IRS, BY COMPLETING AND SIGNING IRS FORM 8288.

IV. SPECIAL RULES APPLY TO REAL ESTATE OWNED BY A FOREIGN CORPORATION, PARTNERSHIPS, TRUSTS, ESTATES AND REITS, REFER TO SECTION 1445 OR IRS PUBLICATION 515 OF THE IRS.

Pan Am Title, LLC cannot give legal or tax advice. Parties are encouraged to obtain such advice from a lawyer, CPA or other professional.



Estimate of Title Fees

Remit payment to:

Pan Am Title, LLC
4100 E. Mississippi Ave., Suite 420
Denver, CO 80246
(720)900-0901

Date: June 8, 2020**File number:** 20-0008

Property:

VACANT LAND
Aurora, CO 80019
Adams County

Buyer/Borrower: High Point PW 1, LLC, a
Colorado Limited Liability
Company

Seller: ACM HIGH POINT VI, LLC, a
Delaware Limited Liability
Company

DESCRIPTION	AMOUNT
Owner's Policy (Coverage \$3,640,000.00)	3,650.00
Endorsement 100.31*	730.00
CO-100.33 (Patent)	100.00
ALTA Endorsement 17-06 (Access and Entry)	500.00
Tax Cert	90.00
Owner Extended Coverage	75.00
Total amount due:	<u><u>\$ 5,145.00</u></u>

*(for EX. 29, 31, 42-50, 52-58, 60-66, 68-69, and 72-76)

If Pan Am Title, LLC will be closing the transaction, the fees listed above will be collected at closing

THANK YOU FOR YOUR ORDER!



FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *Fidelity National Title Insurance Company*, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance Issued[by Fidelity National Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; [and] Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



FIDELITY NATIONAL TITLE INSURANCE COMPANY

- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II — Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].
 4. **COMPANY'S RIGHT TO AMEND**
 The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
 5. **LIMITATIONS OF LIABILITY**
 - (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
 6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment,
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Pan Am Title, LLC
 Issuing Office: 4100 E. Mississippi Ave., Suite 420, Denver, CO 80246
 ALTA® Universal ID:
 Loan ID No.:
 Commitment No.: 20-0008-3
 Issuing Office File No.: 20-0008
 Property Address: VACANT LAND, Aurora, CO 80019

SCHEDULE A

1. Commitment Date: June 4, 2020 at 05:00 PM
2. Policy to be issued:
 - (a) ☒ ALTA Owners Policy (06/17/06)

Proposed Insured: High Point PW 1, LLC, a Colorado Limited Liability Company
 Proposed Policy Amount: \$3,640,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
ACM HIGH POINT VI, LLC, a Delaware Limited Liability Company
5. The Land is described as follows:

A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2; THENCE ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, N00°28'19"E A DISTANCE OF 1267.51 FEET TO THE POINT OF BEGINNING;

THENCE N89°36'23"W A DISTANCE OF 172.72 FEET; THENCE N00°09'26"E A DISTANCE OF 911.72 FEET; THENCE S89°50'34"E A DISTANCE OF 369.39 FEET TO A POINT OF CURVATURE; THENCE 142.17 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 37°21'57", A RADIUS OF 218.00 FEET AND A CHORD WHICH BEARS S71°09'35"E A DISTANCE OF 139.66 FEET TO A POINT OF REVERSE CURVATURE; THENCE 96.68 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01°22'26", A RADIUS OF 4032.00 FEET AND A CHORD WHICH BEARS S53°09'49"E A DISTANCE OF 96.68 FEET; THENCE S00°09'26"W A DISTANCE OF 542.09 FEET; THENCE 162.34 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 106°54'54", A RADIUS OF 87.00 FEET AND A CHORD WHICH BEARS S31°00'28"W A DISTANCE OF 139.79 FEET TO A POINT OF REVERSE CURVATURE; THENCE 5.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°50'37", A RADIUS OF 15.00 FEET AND A CHORD WHICH BEARS S11°01'41"E A DISTANCE OF 5.94 FEET; THENCE S00°23'37"W A DISTANCE OF 128.40 FEET TO A POINT OF CURVATURE; THENCE 23.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET AND A CHORD WHICH BEARS S45°23'37"W A DISTANCE OF 21.21 FEET; THENCE N89°36'23"W A DISTANCE OF 320.39 FEET TO THE POINT OF BEGINNING.

ALL LINEAR DIMENSIONS ARE IN U.S. SURVEY FEET.

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SCHEDULE A

(Continued)

BASIS OF BEARING: BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR S00°39'14"W AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #36580 AT THE CENTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #29412 AT THE SOUTH QUARTER CORNER.

PREPARED BY DENNIS PETER
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, CO 80215

Countersigned:



Bill Brendemuhl, Esq.
Authorized Signatory
Pan Am Title, LLC 575906
4100 E. Mississippi Avenue
Suite 725
Denver, CO 80246
Tel: (720) 900-0901

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. PROVIDE THE COMPANY WITH A COPY OF THE FINAL PLAT TO BE COMPLETED FOR THE SUBJECT PROPERTY KNOWN AS HIGH POINT PA-64 TO ALLOW AMENDMENT OF THE LEGAL DESCRIPTION TO BE CONVEYED AND INSURED.
6. FURNISH TO PAN AM TITLE, LLC THE EXECUTED OPERATING AGREEMENT FOR HIGH POINT PW 1, LLC, A COLORADO LIMITED LIABILITY COMPANY THAT DISCLOSES WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY ON BEHALF OF SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

7. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF HIGH POINT PW 1, LLC, A COLORADO LIMITED LIABILITY COMPANY THAT DISCLOSES WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY ON BEHALF OF SAID ENTITY.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

8. RECORD SPECIAL WARRANTY DEED FROM SELLER TO BUYER CONVEYING SUBJECT PROPERTY.
9. RECEIPT BY THE COMPANY OF A NOTARIZED FINAL LIEN AFFIDAVIT AND INDEMNITY EXECUTED BY SELLER AND BUYER.

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SCHEDULE B, PART I

(Continued)

REQUIREMENTS TO DELETE THE PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. ITEMS 1-3 OF THE PRINTED EXCEPTIONS ARE HEREBY DELETED.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRINTED EXCEPTIONS, WILL BE AMENDED TO READ:

ITEM 4 OF THE PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF ACM HIGH POINT VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

FIDELITY NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF HIGH POINT PW 1, LLC, A COLORADO LIMITED LIABILITY COMPANY.

C. ITEM 5 OF THE PRINTED EXCEPTIONS WILL BE DELETED IF PAN AMERICAN TITLE AND ESCROW, LLC CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF 2019 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR YEAR 2020 AND SUBSEQUENT YEARS.

ITEMS 7(a) and (b) OF THE PRINTED EXCEPTIONS ARE HEREBY DELETED.

NOTE: THE ISSUANCE OF THE POLICIES AND/OR ENDORSEMENTS REFERENCED IN THIS COMMITMENT ARE SUBJECT TO THE APPROVAL OF THE UNDERWRITER OF SAID POLICIES AND/OR ENDORSEMENTS. THIS COMMITMENT MAY BE REVISED AS REQUIRED BY THE UNDERWRITER TO ISSUE THE POLICIES AND/OR ENDORSEMENTS REQUESTED.

THIS NOTE WILL BE DELETED UPON THE RECEIPT OF SAID APPROVAL.

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SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, or claims of easements, not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
6. a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceeding by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.

NOTE: THE ABOVE EXCEPTION WILL BE DELETED FROM THE OWNER'S POLICY TO BE ISSUED UPON RECEIPT OF A SELLER'S FINAL LIEN AFFIDAVIT DISCLOSING NO LEASES AND/OR TENANCIES.

9. NON-TRIBUTARY AND NOT NON-TRIBUTARY WATER AND WATER RIGHTS AND ALL RIGHTS ASSOCIATED THEREWITH CONVEYED TO THE CITY OF AURORA IN THE DEED RECORDED SEPTEMBER 29, 2005 UNDER RECEPTION NO. [20050929001065440](#).

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SCHEDULE B, PART II

(Continued)

10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF AVIGATION EASEMENT RECORDED SEPTEMBER 30, 2005 UNDER RECEPTION NO. [20050930001069820](#).
PLAIN LANGUAGE NOTICE - PROXIMITY TO AIRPORT RECORDED SEPTEMBER 30, 2005 UNDER RECEPTION NO. [20050930001069830](#).
11. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 30, 2005, UNDER RECEPTION NO. [20050930001069840](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT AND REIMBURSEMENT AGREEMENT RECORDED NOVEMBER 09, 2005 UNDER RECEPTION NO. [20051109001242230](#).
13. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED DECEMBER 28, 2005, UNDER RECEPTION NO. [20051228001418040](#). FIRST AMENDMENT RECORDED JANUARY 15, 2008 UNDER RECEPTION NO. [2008000003299](#). SECOND AMENDMENT RECORDED FEBRUARY 26, 2010 UNDER RECEPTION NO. [2010000012779](#). THIRD AMENDMENT RECORDED DECEMBER 23, 2015 UNDER RECEPTION NO. [2015000106637](#) AND FOURTH AMENDMENT RECORDED DECEMBER 30, 2016 UNDER RECEPTION NO. [2016000114610](#).

ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED MAY 15, 2006 UNDER RECEPTION NO. [20060515000502020](#).

ASSIGNMENT OF DECLARANT'S RIGHTS UNDER MASTER DECLARATION FOR HIGH POINT RECORDED JULY 24, 2017 UNDER RECEPTION NO. [2017000063267](#).

DESIGNATION AS BUILDER AND PARTIAL ASSIGNMENT OF SPECIAL DECLARANT RIGHTS RECORDED _____ UNDER RECEPTION NO. _____.

DEVELOPER COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGH POINT PW1, LLC RECORDED _____ UNDER RECEPTION NO. _____.

SUPPLEMENTAL DECLARATION SUBJECTING PROPERTY TO THE MASTER DECLARATION FOR HIGH POINT RECORDED _____ UNDER RECEPTION NO. _____.

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SCHEDULE B, PART II

(Continued)

14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN HIGHPOINTE FRAMEWORK DEVELOPMENT PLAN RECORDED APRIL 21, 2006 UNDER RECEPTION NO. [20060421000409400](#) AND AMENDMENT NO. 3 RECORDED APRIL 11, 2017 UNDER RECEPTION NO. [2017000031071](#).
15. LARGE PLANNED COMMUNITY AFFIDAVIT RECORDED MAY 5, 2006 UNDER RECEPTION NO. [20060505000467000](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED SEPTEMBER 18, 2006 UNDER RECEPTION NO. [20060918000937580](#) AND FIRST AMENDMENT RECORDED DECEMBER 27, 2016 UNDER RECEPTION NO. [2016000113121](#).
17. INTENTIONALLY DELETED.
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY ZONING ORDINANCE #2005-14 RECORDED APRIL 22, 2005 UNDER RECEPTION NO. [20050422000421250](#).
19. ANNEXATION ORDINANCE #2005-16 RECORDED MAY 26, 2005 UNDER RECEPTION NO. [20050526000559110](#), ANNEXATION ORDINANCE #2005-17 RECORDED MAY 26, 2005 UNDER RECEPTION NO. [20050526000559130](#) AND MAP RECORDED MAY 26, 2005 UNDER RECEPTION NO. [20050526000559140](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN JOINT DEVELOPMENT AGREEMENT RECORDED AUGUST 15, 2005 UNDER RECEPTION NO. [20050815000866760](#).
21. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF RESTRICTIVE COVENANT (DENVER) RECORDED SEPTEMBER 30, 2005, UNDER RECEPTION NO. [20050930001069850](#).
22. INTENTIONALLY DELETED.
23. INTENTIONALLY DELETED.
24. INTENTIONALLY DELETED.
25. INTENTIONALLY DELETED.
26. INTENTIONALLY DELETED.
27. INTENTIONALLY DELETED.
28. INTENTIONALLY DELETED.

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SCHEDULE B, PART II

(Continued)

29. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 05, 1893 IN BOOK [A67 AT PAGE 77](#).
30. INTENTIONALLY DELETED.
31. RESERVATIONS OF OIL, GAS, AND OTHER MINERALS AS SET FORTH IN DEEDS RECORDED JUNE 21, 1973 IN BOOK 1871 AT PAGES [253](#), [255](#), [257](#), [259](#), [261](#) AND [263](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
32. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION PLAT RECORDED AUGUST 20, 1990 UNDER RECEPTION NO. [960678](#).
33. TERMS, CONDITIONS AND PROVISIONS OF CROSSROADS GENERAL DEVELOPMENT PLAN RECORDED SEPTEMBER 11, 1990 AT RECEPTION NO. [964657](#).
34. WATER RIGHTS AS CONVEYED TO THE CITY OF AURORA BY THE DEED RECORDED JANUARY 14, 1991 IN [BOOK 3743 AT PAGE 795](#).
35. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED JANUARY 17, 1991 IN [BOOK 3744 AT PAGE 414](#).
36. TERMS, CONDITIONS AND PROVISIONS OF ZONING ORDINANCE NO. 2000-32 RECORDED JUNE 01, 2000 IN [BOOK 6145 AT PAGE 180](#).
37. TERMS, CONDITIONS AND PROVISIONS OF HIGH POINT RESTRICTIVE COVENANTS, EASEMENTS AND AGREEMENT RECORDED DECEMBER 23, 2015 AT RECEPTION NO. [2015000106639](#) AND FIRST AMENDMENT RECORDED DECEMBER 30, 2016 UNDER RECEPTION NO. [2016000114609](#).
38. INTENTIONALLY DELETED.
39. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DEVELOPER COVENANTS FOR 130 ACRE PARCEL SURROUNDING GAYLORD HOTEL AND CONFERENCE CENTER RECORDED DECEMBER 30, 2016, UNDER RECEPTION NO. [2016000114608](#).
40. INTENTIONALLY DELETED.
41. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF DRAINAGE AGREEMENT ASSIGNMENT AND ASSUMPTION OF DRAINAGE AGREEMENT, AND CONSENT TO ASSIGNMENT RECORDED JULY 21, 2017 UNDER RECEPTION NO. [2017095539](#).
42. MINERAL DEED RECORDED JULY 24, 2017 UNDER RECEPTION NO. [2017000063268](#).

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SCHEDULE B, PART II

(Continued)

43. OIL AND GAS LEASE BETWEEN COPPER TRAIL ENERGY FUND I, LP AND BISON OIL & GAS, LLC, RECORDED JULY 24, 2017 UNDER RECEPTION NO. [2017000063269](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
44. OIL AND GAS LEASE BETWEEN KENNETH C. EGAN AND ASPIRED ENERGY, INC., RECORDED MAY 17, 2018 UNDER RECEPTION NO. [2018000039803](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
45. OIL AND GAS LEASE BETWEEN CHERYL L. GRUND, A/K/A CHERYL LEE GRUND, F/K/A CHERYL L. HONIOTES, A/K/A CHERYL LEE HONIOTES AND ASPIRED ENERGY, INC., RECORDED MAY 17, 2018 UNDER RECEPTION NO. [2018000039804](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
46. OIL AND GAS LEASE BETWEEN VERYL G. MCBRIDE, A/K/A VERYL GUINEVERE MCBRIDE AND MICHAEL B. MCBRIDE AND ASPIRED ENERGY, INC., RECORDED MAY 17, 2018 UNDER RECEPTION NO. [2018000039805](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
47. OIL AND GAS LEASE BETWEEN JON L. RYDIGER AND ASPIRED ENERGY, INC., RECORDED MAY 17, 2018 UNDER RECEPTION NO. [2018000039806](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
48. OIL AND GAS LEASE BETWEEN ROBERT A. RYDIGER, A/K/A ROBERT ALLEN RYDIGER AND ASPIRED ENERGY, INC., RECORDED MAY 17, 2018 UNDER RECEPTION NO. [2018000039807](#) AND ANY AND ALL ASSIGNMENTS THEREOF, INTEREST THEREIN.
49. OIL AND GAS LEASE BETWEEN SUSAN L. RYDIGER, A/K/A SUSAN RYDIGER AND ASPIRED ENERGY, INC., RECORDED MAY 17, 2018 UNDER RECEPTION NO. [2018000039808](#) AND ANY AND ALL ASSIGNMENTS THEREOF OR INTEREST THEREIN.
50. MINERAL & ROYALTY DEEDS RECORDED JUNE 14, 2018 UNDER RECEPTION NO. [2018000048263](#) AND [2018000048264](#) AND [2018000048265](#) AND [2018000048267](#) AND [2018000048269](#).
51. INTENTIONALLY DELETED.
52. OIL AND GAS LEASE BETWEEN MARY BARTLEY, A/K/A MARY E. BARTLEY, A/K/A MARY ELLEN BARTLEY, F/K/A MARY ELLEN NORRIS AND ASPIRED ENERGY, INC., RECORDED JUNE 22, 2018 UNDER RECEPTION NO. [2018000050708](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
53. OIL AND GAS LEASE BETWEEN TERESA M. BIANCO, A/K/A TERESA MARGARET BIANCO, A/K/A TERESA BIANCO AND ASPIRED ENERGY, INC., RECORDED JUNE 22, 2018 UNDER RECEPTION NO. [2018000050709](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
54. OIL AND GAS LEASE BETWEEN ARTHUR R. HOGLUND, JR., A/K/A ARTHUR HOGLUND, JR., A/K/A ARTHUR RONALD HOGLUND, JR. AND ASPIRED ENERGY, INC., RECORDED JUNE 22, 2018 UNDER RECEPTION NO. [2018000050710](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

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SCHEDULE B, PART II

(Continued)

55. OIL AND GAS LEASE BETWEEN ERIC P. HOGLUND A/K/A ERIC HOGLUND, A/K/A ERIC PAUL HOGLUND AND ASPIRED ENERGY, INC., RECORDED JUNE 22, 2018 UNDER RECEPTION NO. [2018000050711](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
56. OIL AND GAS LEASE BETWEEN CHRISTINE A. KESSINGER, A/K/A CHRISTINE KESSINGER, A/K/A CHRISTINE ANN KESSINGER, A/K/A CHRISTINE ANN HOGLUND AND ASPIRED ENERGY, INC., RECORDED JUNE 25, 2018 UNDER RECEPTION NO. [2018000051079](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
57. OIL AND GAS LEASE BETWEEN BERNARD R. QUIRE AND ASPIRED ENERGY, INC., RECORDED JUNE 22, 2018 UNDER RECEPTION NO. [2018000050713](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
58. OIL AND GAS LEASE BETWEEN MAC HOLDINGS, INC, A COLORADO CORPORATION, F/K/A WHM HOLDINGS, F/K/A MOORE AND COMPANY, F/K/A MOORE REALTY CO., F/K/A MOORE REALTY AND FINANCE CO., F/K/A MOORE REALTY AND MINERAL CO., F/K/A MOORE REALTY AND INVESTMENT CO., F/K/A MOORE REALTY AND GUARANTY CO., F/K/A THE MOORE WAY, CO., F/K/A MOORE REALTY CO. AND ASPIRED ENERGY, INC., RECORDED JUNE 25, 2018 UNDER RECEPTION NO. [2018000051081](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
59. INTENTIONALLY DELETED.
60. OIL AND GAS LEASE BETWEEN STEVEN M. GRUND, A/K/A STEVEN MICHAEL GRUND AND ASPIRED ENERGY, INC., RECORDED JULY 02, 2018 UNDER RECEPTION NO. [2018000052952](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
61. MINERAL & ROYALTY DEED RECORDED JULY 16, 2018 UNDER RECEPTION NO. [2018000056992](#) AND [2018000056993](#).
62. OIL AND GAS LEASE BETWEEN EVEN E. MOODY AND ASPIRED ENERGY, INC., RECORDED JULY 18, 2018 UNDER RECEPTION NO. [2018000057710](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
63. OIL AND GAS LEASE BETWEEN ROLF M. LIPPERT AND ASPIRED ENERGY, INC., RECORDED JULY 18, 2018 UNDER RECEPTION NO. [2018000057716](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
64. MINERAL & ROYALTY DEED RECORDED JULY 31, 2018 UNDER RECEPTION NO. [2018000061588](#) AND [2018000061587](#) AND [2018000061586](#) AND [2018000061585](#) AND [2018000061584](#).
65. MINERAL & ROYALTY DEED RECORDED AUGUST 9, 2018 UNDER RECEPTION NO. [2018000064595](#).
66. MINERAL & ROYALTY DEED RECORDED OCTOBER 15, 2018 UNDER RECEPTION NO. [2018000083376](#).
67. INTENTIONALLY DELETED.

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SCHEDULE B, PART II

(Continued)

68. OIL AND GAS LEASE BETWEEN MOUNTAINTOP MINERALS, LLC AND AXIS EXPLORATION LLC, RECORDED OCTOBER 30, 2018 UNDER RECEPTION NO. [2018000087888](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
69. MINERAL DEED RECORDED NOVEMBER 21, 2018 UNDER RECEPTION NO. [2018000093907](#).
70. INTENTIONALLY DELETED.
71. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 5, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 26, 2019, UNDER RECEPTION NO. [2019000022138](#).
72. TRUSTEES MINERAL DEED OF DISTRIBUTION RECORDED FEBRUARY 14, 2019 UNDER RECEPTION NO. [2019000011191](#).
73. MINERAL & ROYALTY DEED RECORDED FEBRUARY 14, 2019 UNDER RECEPTION NO. [2019000011192](#) AND [2019000011193](#).
74. MINERAL & ROYALTY DEED RECORDED FEBRUARY 22, 2019 UNDER RECEPTION NO. [2019000013122](#).
75. OIL AND GAS LEASE BETWEEN COPPER TRAIL ENERGY FUND I, LP AND CTEF I WI, LLC, RECORDED MARCH 08, 2019 UNDER RECEPTION NO. [2019027872](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
76. OIL AND GAS LEASE BETWEEN BRANDON S. GRANT AND ASPIRED ENERGY, INC., RECORDED APRIL 05, 2019 UNDER RECEPTION NO. [2019000024796](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
77. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS IMPOSING AND IMPLEMENTING A PUBLIC IMPROVEMENT FEE RECORDED APRIL 17, 2019 UNDER RECEPTION NO. [2019000028399](#).
78. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF PAYMENT IN LIEU OF TAXES RECORDED APRIL 17, 2019 UNDER RECEPTION NO. [2019000028400](#).
79. TERMS, CONDITIONS AND PROVISIONS OF THE RESERVATIONS AND EASEMENTS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED _____ UNDER RECEPTION NO. _____.
80. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE FACILITIES ACQUISITION AGREEMENT RECORDED _____ UNDER RECEPTION NO. _____.
81. LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND TO A PUBLIC STREET OR HIGHWAY.

NOTE: UPON THE APPROVAL OF THE INFRASTRUCTURE SITE PLAN (ISP) TO THE CITY OF AURORA FOR THE EXTENSION OF LISBON STREET THE ABOVE EXCEPTION WILL BE DELETED.

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PAN AM TITLE, LLC DISCLOSURE STATEMENT

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- The Subject real property may be located in a special taxing district.
- A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Pan Am Title, LLC, conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- The Company must receive payment of the appropriate premium.
- If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.



PAN AM TITLE, LLC DISCLOSURE STATEMENT

- That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



NOTICE OF PRIVACY POLICY OF PAN AM TITLE, LLC

This Statement is provided to you as a customer of Pan Am Title, LLC.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- Your transactions with, or from the services being performed by us, our affiliates, or others;
- A consumer reporting agency, if such information is provided to us in connection with your transaction; and
- The public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Fidelity National Title Insurance Company

PRIVACY NOTICE

Effective January 1, 2020

Fidelity National Title Insurance Company, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Title Insurance Company
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer